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LOAN GUARANTY SERVICE REGIONAL OFFICE ADDRESS LIST

State	Address/Phone Number	State	Address/Phone Number
Alabama	VA Regional Office 474 South Court St. Montgomery, AL 36104 (205)223-7187	Washington, D.C.	VA Regional Office 941 North Capitol St., N.E. Washington, D.C. 20421 (202)208-1318
Alaska	VAOC/Regional Office 2925 Debarr Road Anchorage, AK 99508 (907)257-4736	Florida	VA Regional Office P.O. Box 1437 St. Petersburg, FL 33731 (813)893-3812
Arizona	VA Regional Office 3225 North Central Ave. Phoenix, AZ 85012 (602)640-2745	Georgia	VA Regional Office 730 Peachtree St., N.E. Atlanta, GA 30365 (404)347-3488
Arkansas	VA Regional Office P. O. Box 1280 Building 65, Fort Roots North Little Rock, AR 72115 (501)370-3760	Hawaii	VA Medical and Regional Office Center P.O. Box 50188 Honolulu, HI 96850 (808)541-1480
California	VA Regional Office Federal Building 11000 Wilshire Blvd. Los Angeles, CA 90024 (310)575-7192 VA Regional Office Oakland Federal Building 1301 Clay Street Oakland, CA 94612-5209 (510)637-1126	Idaho	VA Regional Office 805 Franklin Street Boise, ID 83702-5560
Colorado	VA Regional Office Box 25126 44 Union Boulevard Denver, CO 80225	Illinois	VA Regional Office 536 South Clark Street P.O. Box 8136 Chicago, IL 60680 (312)353-4056
Connecticut	Loan Guaranty consolidated with Manchester, NH	Indiana	VA Regional Office 575 N. Pennsylvania Street Indianapolis, IN 46204 (317)226-6681
Delaware	Loan Guaranty consolidated with Philadelphia, PA	Iowa	VA Regional Office 210 Walnut Street Des Moines, IA 50309 (515)284-4657

State	Address/Phone Number	State	Address/Phone Number
Kansas	VA Medical and Regional Office Center 5500 E. Kellogg Wichita, KS 67218 (316)688-6720	Nebraska	VA Regional Office 5631 S. 48th Street Lincoln, NE 68516 (402)437-5032
Kentucky	VA Regional Office 545 South 3rd Street Louisville, KY 40202 (502)582-6025	Nevada	Loan Guaranty consolidated with Oakland, CA
Louisiana	VA Regional Office 701 Loyola Avenue New Orleans, LA 70113 (504)589-6412	New Hampshire	VA Regional Office 275 Chestnut Street Manchester, NH 03101 (603)666-7527
Maine	Loan Guaranty consolidated with Manchester, NH	New Jersey	VA Regional Office 20 Washington Place Newark, NJ 07102 (201)645-3470
Maryland	VA Regional Office Federal Building 31 Hopkins Plaza Baltimore, MD 21201 (410)962-4250	New Mexico	VA Regional Office 500 Gold Avenue, S.W. Albuquerque, NM 87102 (505)766-2209
Massachusetts	Loan Guaranty consolidated with Manchester, NH	New York	VA Regional Office Federal Building 111 West Huron Street Buffalo, NY 14202 (716)846-5291
Michigan	VA Regional Office 477 Michigan Ave. Detroit, MI 48226 (313)226-4224		VA Regional Office 252 Seventh Avenue at 24th Street New York, NY 10001 (212)620-6421
Minnesota	VA Regional Office and Insurance Center One Federal Drive Fort Snelling, MN 55111 (612)725-3064	North Carolina	VA Regional Office 251 North Main Street Winston-Salem, NC 27155 (919)631-5447
Mississippi	VA Regional Office 100 West Capitol Street Jackson, MS 39269 (601) 965-4825	North Dakota	Loan Guaranty consolidated with Fort Snelling, MN
Missouri	VA Regional Office 1520 Market Street St. Louis, MO 63103 (314) 539-3147	Ohio	VA Regional Office 1240 East 9th Street Cleveland, OH 44199 (216)522-3614
Montana	VA Medical and Regional Office Center Fort Harrison, MT 59636 (406) 447-7901	Oklahoma	VA Regional Office 125 S. Main Street Muskogee, OK 74401 (918)687-2158

State	Address/Phone Number	State	Address/Phone Number
Oregon	VA Regional Office Federal Building 1220 S.W. Third Avenue Portland, OR 97204 (503)326-2475	Vermont	Loan Guaranty consolidated with Manchester, NH
Pennsylvania	VA Regional Office and Insurance Center 5000 Wissahickon Avenue P.O. Box 8079 Philadelphia, PA 19101 (215)951-7847	Virginia	VA Regional Office 210 Franklin Road, S.W. Roanoke, VA 24011 (703)982-4736
	VA Regional Office 1000 Liberty Avenue Pittsburgh, PA 15222 (412)644-6660	Washington	VA Regional Office Federal Building 915 Second Avenue Seattle, WA 98147 (206)220-6126
Puerto Rico	VA Regional Office GPO Box 4867 San Juan, PR 00936 (809)766-5120	West Virginia	VA Regional Office 640 4th Avenue Huntington, WV 25701 (304)529-5414
Rhode Island	Loan Guaranty consolidated with Manchester, NH	Wisconsin	VA Regional Office Building 6 5000 West National Avenue Milwaukee, WI 53295 (414)382-5050
South Carolina	VA Regional Office 1801 Assembly Street Columbia, SC 29201 (803)765-5616	Wyoming	Loan Guaranty consolidated with Denver, CO
South Dakota	Loan Guaranty consolidated with Fort Snelling, MN		
Tennessee	VA Regional Office 110 9th Avenue, S. Nashville, TN 37203 (615)736-5243		
Texas	VA Regional Office 8900 Lakes at 610 Drive Houston, TX 77054 (713)660-4134		
	VA Regional Office 1400 N. Valley Mills Drive Waco, TX 76799 (817)757-6822		
Utah	VA Regional Office P.O. Box 11500 Salt Lake City, UT 84147 (801)524-5983		

**(EXTRACT OF CIRCULAR 26-93-14,
DATED JULY 7, 1993)**

VA LOAN IDENTIFICATION NUMBERS

1. **GENERAL.** As part of the Veterans Benefits Administration ADP (Automatic Data Processing) modernization effort, Loan Guaranty Service is updating its information and production systems. This effort includes, but is not limited to, the recently installed LP (Loan Processing) system, the LFF (Lockbox and Funding Fee) reporting system and the LCS (Liquidation and Claims System). One functional requirement of the Loan Guaranty modernization project is to integrate all automated systems so that data can be shared across applications and support EDI (Electronic Reporting and Electronic Data Interchange.)

2. VA LOAN IDENTIFICATION NUMBER

a. Electronic reporting of GI loan default, liquidation, claim and other information will be of great benefit to both VA and the loan servicing community. VA is actively supporting development of EDI standards for the mortgage industry. However, a method of accurately identifying the loan in VA's and the servicer's systems of records must be implemented before electronic reporting will be practical. Since the servicer's loan number may change each time the loan is sold on the secondary mortgage market and VA's internal loan identification number does not change, the logical choice as a common identifier is VA's loan identification number.

b. Under the Loan Guaranty Program a VA loan number has been entered and displayed in a number of different configurations. These differences have even extended to the various Loan Guaranty automated systems. This has caused problems in a number of areas including the reporting of default information by servicers and holders. To correct these problems VA has developed a 12 position numeric VA LIN (Loan Identification Number) that allows VA to accurately track a loan record across its systems. (At some future date VA LIN may be extended to 13-digits to accommodate a check digit.)

3. **DEFINITIONS.** The VA loan identification number consists of the following four subfields:

a. **OJ (Office of Jurisdiction).** A two-position numeric field which identifies the regional office that currently has responsibility for the loan. OJ may change over the life of the loan due to changes in the areas of responsibility assigned to a specific regional office.

b. **OO (Office of Origin).** A two-position numeric field which identifies the regional office which had jurisdiction for the area within which the property securing the loan was located at the time the loan closed. The OO assigned to a given loan does not change regardless of shifts in areas of responsibilities or office consolidations.

c. **LT (Loan Type).** This is a one-position field identifying the Federal legislation which authorized VA to guarantee the loan and the fund backing the loan. This value is used for VA's internal accounting and ensures the uniqueness of the identifier as loan number (defined below) may be duplicated within OO. With the exception of guaranteed loans which are being refunded (purchased) by VA, loan type does not change.

d. **Loan Number.** A seven-position serial number assigned to the loan by the OO. Since each regional office traditionally assigned direct, GI and vendee loan numbers from separate but overlapping registers, loan numbers may be duplicated within OO, but are unique to the OJ-OO-loan type combination. In this case the loan number does not change.

4. DETERMINING THE CORRECT VA LOAN IDENTIFICATION NUMBER . The 12 position VA loan identification number is currently provided to lenders via the LP system which prints the full VA loan identification number on Loan Guaranty certificates and other correspondence. Also, areas served by the St. Petersburg, Waco, Cleveland and Washington D.C. Regional Offices receive certificates of reasonable value and other correspondence utilizing the 12 position loan number as generated by the automated Construction and Valuation systems installed at those offices. All other VA output is being reviewed and revised to include the 12 position VA loan identification number where appropriate. The following paragraphs describe how a VA loan identification number may be constructed in those instances where it has not been provided to program participants.

5. HOW TO DETERMINE THE CORRECT OJ

a. Servicers can, using information available in their own system of records, develop an accurate 12 position VA loan identification number for most GI loans in their inventory. This process begins with the determination of the correct VA office of jurisdiction for the guaranteed loan.

b. Servicers may use the geographic location of the property securing the loan to determine the current OJ. Each OJ is assigned to a specific geographic area. Most OJs are responsible for the area in a single State. A list of all current OJs and their areas of responsibility is found in exhibit A. This list is arranged alphabetically by State and references the current office of jurisdiction for subdivisions of the State when the entire State is not under the jurisdiction of a single regional office.

c. To determine the office of jurisdiction for a particular loan, first ascertain the location of the property securing the loan; then check that location against exhibit A. For example, a property securing a loan is located in South Dakota. Regional office number 35, St. Paul, MN, is the current OJ for South Dakota; so OJ equals 35.

6. HOW TO DETERMINE THE CORRECT OO

a. Office consolidations and territory changes have resulted in some OJs which administer loans with different OOs. Since most consolidations occurred more than 30 years ago, this is not a major problem. However, to determine the correct OO for the situations where the consolidations occurred in the past 30 years, the following rules apply:

(1) If the OJ for a loan is one of the following, the OO is the same as the OJ:

06	09	10	11	13	14	15	16	17	18	19	20	21	22
23	25	26	27	28	29	30	31	34	36	39	40	41	43
44	45	46	47	48	49	50	51	52	55	59	62	63	72

(2) If the OJ is one of the these three stations, the following rules apply:

07 Buffalo	If the loan is secured by a property in Wayne County, New York, and the date of the loan is prior to January 1, 1983, the OO is 06. Otherwise the OO is 07.
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35 St. Paul	If the loan is secured by a property in South Dakota and the date of the loan is prior to May 1, 1962, the OO is 38. Otherwise the OO is 35.
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73 Manchester	If the loan is secured by a property in Massachusetts or Rhode Island and the date of the loan is prior to June 1, 1990, the OO is 01.
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If the loan is secured by a property in Maine and the date of the loan is prior to December 7, 1990, the OO is 02.

If the loan is secured by a property in Vermont and the date of the loan is prior to October 1, 1984, the OO is 05.

If the loan is secured by a property in Connecticut and the date of the loan is prior to June 1, 1990, the OO is 05.

Otherwise the OO is 73.

b. Occasionally, lenders, servicers or holders need to determine the correct OO for a loan which was closed prior to 1962. Regional office personnel may assist in making this determination by reviewing the appropriate loan record in the LGY INDEX. Exhibit B is a listing by OJ which shows the allowable OOs for a given OJ. This exhibit contains all valid combinations taking into consideration territorial changes and office combinations since the beginning of the program.

7. HOW TO DETERMINE THE CORRECT LT

a. Lenders, servicers and holders generally only originate, service and hold VA guaranteed loans. A few servicers and holders are involved with VA vendee loans which have been sold to private sector investors. Thus, while most servicers and holders have only the two loan types designating guaranteed loans in their portfolios, some may have portfolios containing several VA loan types. Exhibit C defines all VA loan types.

(1) If the loan is a VA guaranteed loan the following rules are used to determine the correct loan type:

Loan Type 2 If the security for the loan is a manufactured home and the loan was processed under the provisions of Title 38, U. S. Code, section 3712, the loan type is always 2.

If the security for the loan is not a manufactured home and the loan closed prior to January 1, 1990, the loan type is 2.

Loan Type 6 If the security for the loan is not a manufactured home and the loan closed on or after January 1, 1990, the loan type is 6.

(2) In addition to guaranteed loans, servicers and holders may have VA vendee loans which VA has sold in the past. Presently these loans are designated by two loan types. Vendee loans where the antecedent loan was a VA direct loan are loan type 3. Vendee loans where the antecedent loan was a VA guaranteed loan financed through LGRF (Loan Guaranty Revolving Fund) are loan type 4. Vendee loans where the antecedent loan was a VA guaranteed loan financed through GIF (Guaranty Indemnity Fund) have not been sold by VA through 1992 but may be sold in the future. The loan type for these loans is 7. Also, a few loans made under the provisions of VA Direct Loan Program were sold with repurchase agreements rather than being converted to guaranteed loans. The loan type for these loans is 1. The documentation which accompanied loans sold by VA identifies the loan type.

(3) In addition to the loan types associated with loans which may be held in the private sector, VA continues to hold in its portfolio direct loans (loan type 1) it has made in the past, and acquired loans (loan type 5 (LGRF) and loan type 8 (GIF)) it has refunded in the past.

8. HOW TO DETERMINE THE CORRECT LOAN NUMBER

a. There were 13 million GI loans guaranteed prior to deployment of LP. For each of these cases, the loan number is printed on the Loan Guaranty certificate issued by VA. That document should be used to determine the correct loan number segment of a VA loan identification number.

b. Traditionally, the loan number for VA guaranteed loans has been referred to as the "LH number" since the letters "LH" or some variation such as "LHM" (manufactured home) or "LHR" (refinancing loan) have been used as a prefix to the actual number itself. In addition to those prefixes, suffixes have often been appended to the loan number. Neither prefixes or suffixes to the loan number should be used in constructing a VA loan identification number.

c. Since the loan number portion of a VA loan identification number is a seven-position numeric value, loan numbers found on Loan Guaranty certificates and other documents should be expanded to seven positions in the event they are less than seven positions. This is accomplished by appending leading zeros to the existing loan number.

9. STORAGE AND DISPLAY OF THE VA LOAN IDENTIFICATION NUMBER To construct a VA LIN, the four subfields are combined in OJ-OO-LT-loan number order. The full 12 position number forms a unique identifier within VA's system of records. It may be displayed as 12 contiguous positions or with the components separated by either dashes or spaces. It is always stored in VA ADP systems as 12 contiguous positions.

**LOAN GUARANTY REGIONAL OFFICE JURISDICTIONS
GEOGRAPHIC JURISDICTIONS**

State or Political Subdivision	Regional Office
AL Entire State	22 Montgomery, AL
AK Entire State	63 Anchorage, AK
AR Entire State	50 Little Rock, AR
AZ Entire State	45 Phoenix, AZ
CA 11 counties: Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernadino, San Diego, San Luis Obispo, Santa Barbara, Ventura	44 Los Angeles, CA
CA All counties except those under Los Angeles	43 San Francisco, CA
CO Entire State.	39 Denver, CO
CT Entire State.	73 Manchester, NH
DE Entire State.	10 Philadelphia, PA
DC Entire district.	72 Washington, DC
FL Entire State.	17 St. Petersburg, FL
GA Entire State.	16 Atlanta, GA
HI Entire State.	59 Honolulu, HI
ID Entire State.	47 Boise, ID
IL Entire State.	28 Chicago, IL
IN Entire State.	26 Indianapolis, IN
IA Entire State.	33 Des Moines, IA
KS Entire State.	52 Wichita, KS
KY Entire State.	27 Louisville, KY
LA Entire State.	21 New Orleans, LA
ME Entire State.	73 Manchester, NH

**LOAN GUARANTY REGIONAL OFFICE JURISDICTIONS
GEOGRAPHIC JURISDICTIONS**

State or Political Subdivision	Regional Office
MD All counties except those under Washington, DC.	13 Baltimore, MD
MD 2 counties: Montgomery, Prince Georges.	72 Washington, DC
MA Entire State.	73 Manchester, NH
MI Entire State.	29 Detroit, MI
MN Entire State.	35 St. Paul, MN
MS Entire State.	23 Jackson, MS
MO Entire State.	31 St. Louis, MO
MT Entire State.	36 Ft. Harrison, MT
NE Entire State.	34 Lincoln, NE
NV 2 counties: Clark, Lincoln.	44 Los Angeles, CA
NV All counties except those under Los Angeles.	43 San Francisco, CA
NH Entire State.	73 Manchester, NH
NJ Entire State.	09 Newark, NJ
NM Entire State.	40 Albuquerque, NM
NY 14 counties: Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Steuben, Wayne, Wyoming, Yates.	07 Buffalo, NY
NY All counties not assigned to Buffalo.	06 New York, NY
NC Entire State.	18 Winston-Salem, NC
ND Entire State.	35 St. Paul, MN
OH Entire State.	25 Cleveland, OH
OK Entire State.	51 Muskogee, OK
OR Entire State.	48 Portland, OR

LOAN GUARANTY REGIONAL OFFICE JURISDICTIONS GEOGRAPHIC JURISDICTIONS

State or Political Subdivision	Regional Office
PA 40 counties: Adams, Berks, Bradford, Bucks, Cameron, Carbon, Centre, Chester, Clinton, Columbia, Cumberland, Dauphin, Delaware, Franklin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Mifflin, Monroe, Montgomery, Montour, Northampton, Northumberland, Perry, Philadelphia, Pike, Potter, Schuylkill, Snyder, Sullivan, Wayne, Wyoming, York.	10 Philadelphia, PA
PA 27 counties not assigned to Philadelphia.	11 Pittsburgh, PA
PR Entire Commonwealth.	55 San Juan, PR
RI Entire State.	73 Manchester, NH
SC Entire State.	19 Columbia, SC
SD Entire State.	35 St. Paul, MN
TN Entire State.	20 Nashville, TN
TX 90 counties: Angelina, Aransas, Atascosa, Austin, Bandera, Bee, Bexar, Blanco, Brazoria, Brewster, Brooks, Caldwell, Calhoun, Cameron, Chambers, Colorado, Comal, Crockett, DeWitt, Dimmit, Duval, Edwards, Fort Bend, Frio, Galveston, Gillespie, Goliad, Gonzales, Grimes, Guadalupe, Hardin, Harris, Hays, Hidalgo, Houston, Jackson, Jasper, Jefferson, Jim Hogg, Jim Wells, Karnes, Kendall, Kenedy, Kerr, Kimble, Kinney, Kleberg, LaSalle, Lavaca, Liberty, Live Oak, McCulloch, McMullen, Mason, Montgomery, Nacogdoches, Newton, Nueces, Orange, Pecos, Polk, Real, Refugio, Sabine, San Augustine, San Jacinto, San Patricio, Schleicher, Shelby, Starr, Sutton, Terrell, Trinity, Tyler, Uvalde, Val Verde, Victoria, Walker, Waller, Washington, Webb, Wharton, Willacy, Wilson, Zapata, Zavala.	62 Houston, TX

**LOAN GUARANTY REGIONAL OFFICE JURISDICTIONS
GEOGRAPHIC JURISDICTIONS**

State or Political Subdivision	Regional Office
TX City of Texarkana.	50 Little Rock, AR
TX All counties except those assigned to Houston, TX, and the city of Texarkana, TX, assigned to Little Rock, AR.	49 Waco, TX
UT Entire State.	41 Salt Lake City, UT
VT Entire State.	73 Manchester, NH
VA 6 counties: Arlington, Fairfax, Loudoun, Prince William, Stafford, Spotsylvania, and 4 independent VA cities: Alexandria, Fairfax, Falls Church, Fredericksburg.	72 Washington, DC
VA Entire state except the 6 counties and 4 independent cities assigned to Washington, DC.	14 Roanoke, VA
VI All US Virgin Islands.	55 San Juan, PR
WA 3 counties: Clark, Klickitat, Skamania.	48 Portland, OR
WA Entire State except 3 counties assigned to Portland, OR.	46 Seattle, WA
WV 4 counties: Brooke, Hancock, Marshall, Ohio.	11 Pittsburgh, PA
WV Entire State except 4 counties assigned to Pittsburgh, PA.	15 Huntington, WV
WI Entire State.	30 Milwaukee, WI
WY Entire State.	39 Denver, CO
Pacific Islands of: American Samoa, Guam, Wake, Midway, Commonwealth of Northern Mariana Islands.	59 Honolulu, HI

**HISTORICAL LISTING OF VALID OFFICE OF JURISDICTION
OFFICE OF ORIGIN COMBINATIONS SINCE THE BEGINNING OF THE PROGRAM**

OJ	OO	STATION NAME	OJ	OO	STATION NAME
06	06	New York, NY	27	27	Louisville, KY
	57	Albany, NY	28	28	Chicago, IL
	70	Brooklyn, NY		90	Springfield, IL
	71	Syracuse, NY			
07	07	Buffalo, NY	29	29	Detroit, MI
	06	New York, NY	30	30	Milwaukee, WI
09	09	Newark, NJ	31	31	St. Louis, MO
10	10	Philadelphia, PA		32	Kansas City, MO
	13	Baltimore, MD	33	33	Des Moines, IA
	56	Wilkes-Barre, PA	34	34	Lincoln, NE
	60	Wilmington, DE	35	35	St. Paul, MN
11	11	Pittsburgh, PA	37		Fargo, ND
13	13	Baltimore, MD	38		Sioux Falls, SD
	60	Wilmington, DE			
14	14	Roanoke, VA	36	36	Ft. Harrison, MT
15	15	Huntington, WV	39	39	Denver, CO
16	16	Atlanta, GA		42	Cheyenne, WY
17	17	St. Petersburg, FL	40	40	Albuquerque, NM
	69	Miami, FL	41	41	Salt Lake City, UT
18	18	Winston-Salem, NC	43	43	San Francisco, CA
19	19	Columbia, SC		54	Reno, NV
20	20	Nashville, TN	44	44	Los Angeles, CA
21	21	New Orleans, LA		64	San Diego, CA
	66	Shreveport, LA	45	45	Phoenix, AZ
22	22	Montgomery, AL	46	46	Seattle, WA
	47		47		Boise, ID
23	23	Jackson, MS	48		Portland, OR
	48			46	Seattle, WA
25	25	Cleveland, OH	49	49	Waco, TX
	24	Cincinnati, OH		61	Dallas, TX
26	26	Indianapolis, IN		65	Lubbock, TX

**HISTORICAL LISTING OF VALID OFFICE OF JURISDICTION
OFFICE OF ORIGIN COMBINATIONS SINCE THE
BEGINNING OF THE PROGRAM**

OJ	OO	Station Name	OJ	OO	Station Name
50	50	Little Rock, AR	62	62	Houston, TX
				53	San Antonio, TX
51	51	Muskogee, OK	63	63	Anchorage, AK
	67	Oklahoma City, OK			
52	52	Wichita, KS	72	72	Washington, DC
	32	Kansas City, KS			
55	55	San Juan, PR	73	73	Manchester, NH
				01	Boston, MA
				02	Togus, ME
59	59	Honolulu, HI		05	White River, VT
	59	Guam, GU	08		Hartford, CT

LOAN TYPE DEFINITIONS

Type	Definition
0	Withdrawn or rejected direct loan application dated 1950 through 1955.
1	Direct loan. Underwritten and made by VA. Associated with either the DLRF (Direct Loan Revolving Fund) or the NALF (Native American Loan Fund).
2	GI loan associated with the LGRF.
3	Vendee loan associated with the DLRF (e.g. foreclosed DL).
4	Vendee loan associated with the LGRF (type 2 GI).
5	Acquired loan associated with the LGRF (refunded type 2 GI) or the DLRF (repurchased previously sold type 1 direct loan).
6	Guaranteed loan associated with GIF.
7	Vendee loan associated with the GIF (type 6 GI).
8	Acquired loan associated with GIF (refunded type 6 loan).

NOTE: Loan types 5 and 8 are used only within VA. Servicers should not have any of these loans in their portfolio.

- a. Loan types 1, 3 and 4 were sold in the past, other types may be sold in the future.
- b. When VA refunds a GI loan from the LGRF Fund or a previously sold direct loan, the loan type is changed to 5 and the remainder of the loan identification number is kept constant. This change is internal to VA.
- c. When VA refunds a GI loan from the GIF, the loan type is changed to 8, and the remainder of the loan identification number is kept constant. This change is internal to VA.

**(EXTRACT OF CIRCULAR 26-90-11
DATED MARCH 6, 1990)**

LOAN FILE SETUP

Lenders are expected to process and close loans in accordance with VA regulations, directives and policies. Increasingly, lenders originating VA guaranteed loans operate in more than one geographic area but underwrite from a central or regional location. It is important that our instructions to lenders be consistent. Because of the numerous different local releases to lenders from field stations concerning loan file setup, standardized submissions for prior approval loan applications, prior approval loan closings and automatic loans, have been developed. These standardized loan file setups will be for nationwide usage.

LOAN DOCKET SETUP FOR PRIOR APPROVAL LOAN APPLICATIONS

1. Lender's cover letter (if used).
2. VA Form 26-8320, Certificate of Eligibility
3. VA Forms 26-1802a, VA Application for Home Loan Guaranty
4. VA Form 26-8923, Interest Rate Reduction Refinancing Loan Worksheet (if applicable)
5. VA Form 26-8937, Verification of VA Benefit-Related Indebtedness
6. VA Form 26-0503, Federal Collection Policy Notice (at application or closing)
7. VA Form 26-6393, Loan Analysis (if used)
8. Original credit report and any related documents; e.g., proof of debt payment, explanations, etc.
9. VA Form 26-8497a, Request for Verification of Deposit and other related documents
10. VA Form 26-8497, Request for Verification of Employment; verification(s) of other income (e.g., pay stubs, tax returns, profit and loss statement and balance sheet)
11. Purchase/Earnest money contract
12. Copy of VA Form 26-1843a, Master Certificate of Reasonable Value (if applicable)
13. Remaining documents - no particular order

LOAN DOCKET SETUP FOR PRIOR APPROVAL LOAN CLOSINGS

1. Lender's cover letter or transmittal letter (if used)
2. VA Forms 26-1820, Report and Certification of Loan Disbursement
3. VA Form 26-8923, Interest Rate Reduction Refinancing Loan Worksheet (if applicable)
4. VA Form 26-8998, Acknowledgment of Receipt of Funding Fee from Mortgagee; and when applicable, VA Form 26-0500, Notification to Mortgagee of Funding Fee Shortage, and VA Form 26-8999, Acknowledgment of Receipt of Funding Fee Shortage to Mortgagee
5. VA Form 26-0551, Debt Questionnaire (not applicable if VA Form 26-1802a, VA Application for Home Loan Guaranty, is used)
6. VA Form 26-0503, Federal Collection Policy Notice (at application or closing)
7. HUD-1 Settlement Statement
8. CRV requirements; e.g., warranty, final inspection, termite certification, etc.
9. VA Form 26-1859, Warranty of Completion of Construction in Substantial Conformity with Approved Plans and Specifications (new construction only)

LOAN DOCKET SETUP FOR AUTOMATIC LOANS

1. Lender's cover letter or transmittal letter (if used)
2. VA Form 26-8320, Certificate of Eligibility
3. VA Form 26-1820, Report and Certification of Loan Disbursement
4. VA Form 26-8923, Interest Rate Reduction Refinancing Loan Worksheet (if applicable)
5. VA Form 26-8998, Acknowledgment of Receipt of Funding Fee for Mortgagee; and when applicable, VA Form 26-0500, Notification to Mortgagee of Funding Fee Shortage and VA Form 26-8999, Acknowledgment of Receipt of Funding Fee Shortage to Mortgagee
6. VA Form 26-8937, Verification of VA Benefit-Related Indebtedness
7. VA Form 26-0551, Debt Questionnaire (not applicable if VA Form 2601802a, VA Application for Home Loan Guaranty, is used)
8. VA Form 26-0503, Federal Collection Policy Notice.
9. HUD-1 Settlement Statement
10. CRV requirements; e.g., final compliance inspection report, termite certification, private road requirements, evidence of enrollment in 10 year insurance-backed protection plan
11. VA Form 26-1859, Warranty of Completion of Construction in Substantial Conformity with Approved Plans and Specifications (new construction only)
12. Veteran's loan application to lender or VA Form 26-1802a, VA Application for Home Loan Guaranty (if used)
13. VA Form 26-6393, Loan Analysis (if used)
14. Original credit report and any related documents; e.g., proof of debt payment, explanation, etc.
15. VA Form 26-8497a, Request for Verification of Deposit, and other related documents
16. VA Form 26-8497, Request for Verification of Employment; verification(s) of other income (e.g., pay stubs, tax returns, profit and loss statement and balance sheet)
17. The veteran's written application for an interest rate reduction refinancing loan (if applicable)
18. Purchase/earnest money contract
19. Copy of VA Form 26-1843a, Master Certificate of Reasonable Value (if applicable)
20. Remaining documents - no particular order

**(EXTRACT OF CIRCULAR 26-90-32,
DATED AUGUST 23, 1992)**

**FORBEARANCE ON VA HOME LOANS
DURING SPECIAL MILITARY ACTIONS AND
SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940, AS AMENDED**

1. When members of the United States Armed Forces are required to make immediate departures for distant lands in order to protect our nation's interests, many military members are routinely prepared for family separations and related financial rearrangements. However, some orders may come with such limited advance warning that difficulties may arise for spouses who must remain and manage households.

2. It has been the longstanding policy of the Department of Veterans Affairs to encourage loan holders to extend all reasonable forbearance in the event a borrower becomes unable to meet the terms of a VA loan. This policy is especially appropriate when delinquencies may be the direct result of family disruptions due to special military actions.

3. Financial difficulties may be even more severe in such situations for members of the Reserves or National Guard who may be unforeseeably called to active duty for extended periods of time. If it appears that more than simple forbearance is warranted, VA regulations allow holders considerable latitude in modifying the terms of a loan to prevent foreclosure and help the borrower to retain and pay for his or her home. Such modifications may include loan extension, reamortization and interest rate reduction refinancing to prevent and/or cure a default.

4. Members of the Reserves or National Guard who have home loans and are called to active military service are also entitled to protection under the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended (50 U.S.C. App. sections 501-590). While the Act does not generally apply to obligations incurred during a current period of active military service, provisions may cover veteran-borrowers on active duty with respect to obligations they have incurred prior to their current period of service. In order for a veteran to qualify for the protections available under the Act, his or her obligation has to have originated prior to the current period of active military service (i.e., during a period of break in service between active duty tours or during a periods of active military service which was followed by a break in service) and, in the case of a secured loan obligation, the property must still be owned by him or her during the current period of active service. Benefits under the Act may also extend to co-obligors on a loan.

5. The purpose of the Act is to promote and strengthen the national defense by suspending enforcement of certain civil liabilities of certain persons serving in the armed forces. Therefore, when a veteran-borrower's ability to meet his or her obligations has been impaired due to military service, certain relief is afforded against the penalties that would otherwise be imposed for nonpayment of such obligations. In addition, the relief provisions include the

right, in some cases, to make reduced payments on obligations and protections through the courts against foreclosure.

6. VA is not charged with enforcement of the Act, but will perform its mission of serving veterans by making every effort to ensure that they receive the protections to which they are entitled. Moreover, it is not VA's responsibility to provide legal advice to veterans or loan holders with respect to requirements of the Act. We do, however, consider certain provisions of the Act to be important to program participants and the following, while not intended to be substituted for the advice of counsel, is designed to inform program participants in a general way about provisions of the law.

a. **Six Percent Interest Rate Limitation.** When the Act applies (as described in paragraph 4), any obligation or liability, such as a home loan, bearing interest at a rate in excess of 6 percent per annum is, during the veteran's period of active duty, reduced to a rate of no more than 6 percent (50 U.S.C. App. 526). The rate cap of 6 percent is calculated to include any fees or other charges otherwise payable on the loan (e.g., late charges).

(1) The Act is silent as to any actions which the veteran must take to begin payments at the lower rate. Absent a specific requirement, veterans (or their spouses, other co-obligors or legal representatives) should, however, be encouraged to notify their loan holder before beginning payments at the reduced rate. Veterans should also be encourage to cooperate with their loan holders by providing information which will help demonstrate their eligibility for benefits available under the Act. Loan holders are cautioned to review their payment processing procedures in order to ensure that payments in the amount allowable under the Act are not inappropriately returned to borrowers as insufficient, even though no prior notice may have been received. Loan holders should also be prepared to respond to inquiries from veterans as to the amount of the monthly installment payment which would be required at a 6 percent interest rate and to provide revised payment cards or coupon books when appropriate.

(2) In order to restore application of the original interest rate on the note during an obligor's period of military service, the holder must apply to a court and show that the veteran's ability to repay the obligation has not been materially affected by military service. The court "may take such order as in its opinion may be just" with respect to the rate of interest due and payable.

(3) At the time the Act became law, an interest rate of 4 percent or less was typical for home loans. The fact that interest rates are currently substantially higher does not, however, affect the applicability of the Act.

(4) The Office of the General Counsel has determined that, for purposes of accounting between VA and a loan holder when a claim is filed under Loan Guaranty, VA's liability will not exceed the liability of the veteran. Since the veteran is not obligated to pay interest at a rate in excess of 6 percent, VA as guarantor is not obligated to include interest on the obligation in excess of 6 percent for the period of time that the veteran was eligible under the provisions of the Act. However, if the holder obtained permission from a court of competent

jurisdiction to obligate the veteran under the terms of the original obligation or to modify those terms, VA would be bound to honor the court's decision.

b. **Stay in Enforcement.** In addition to an interest rate reduction, the Act provides for a separate form of forbearance which a veteran can obtain through order of a court if he or she applies for it during his or her period of military service or within 6 months after separation (50 U.S.C. App. 590). If the court finds that the ability of the veteran to maintain the obligation has been materially affected by entry into military service, it can issue a stay in the enforcement of the obligation. The maximum period of the complete stay on payments would coincide with the veteran's period of military service. The court could then require that the creditor accept repayment of the delinquent principal and interest (computed at the note rate) as of the date of separation or the date the veteran applied to the court, whichever is later, in equal installments over a period of time equal to the remaining term of the loan plus the period of military service. A lesser repayment period could also be established if the court were to find such terms to be just; similarly, the court is not obligated to order a complete suspension of payments during the period of military service and could require the veteran to make regular partial payments prior to separation.

(1) The Act does not specifically relate relief under this provision to the interest rate reduction to which the veteran may be entitled. It is therefore unclear whether these provisions are mutually exclusive or may be combined.

(2) In view of the broad powers granted to courts to provide payment relief to military personnel, loan holders are encouraged to negotiate reasonable partial payment and repayment schedules with borrowers in order to minimize the need for costly and time-consuming litigation.

c. **Foreclosure.** Court permission is necessary to foreclose a loan that falls under the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended. Foreclosure sales (or manufactured housing reposessions) during the veteran's period of military service or within 3 months thereafter will be invalid unless they take place pursuant to a written agreement between the parties involved or they are initiated "upon an order previously granted [the holder] by the court and a return thereto [is] made and approved by the court"; i.e., approval before proceeding with a power of sale foreclosure and subsequent court confirmation of sale may be necessary (50 U.S.C. App. 532).

(1) Many foreclosure actions require affidavits concerning the active duty military status of the obligors, and the accuracy of such items is very important in order to avoid title defects and possible penalties of imprisonment and/or fines for violations of the provision of the Act, or for attempts to violate its provisions.

(2) Loan holders are encouraged to become familiar with the Act in order to avoid losses associated with foreclosures which might actually be prevented through the exercise of forbearance, and to ensure compliance with any restrictions on foreclosures which may apply in their particular areas of operation.

d. **Additional Stays.** A veteran-borrower can petition a court of competent jurisdiction during the period of military service or within 60 days thereafter to request any action or proceeding be stayed (50 U.S.C. App. 521). Furthermore, the veteran-borrower can petition a court for a complete stay against enforcement of the loan obligation (50 U.S.C. App. 590). Court determinations for any of these actions will weigh heavily upon whether or not the veteran-borrower's ability to discharge the obligation is materially affected by reason of his or her military service. However, nothing in the Act prevents modification or termination of loan agreements pursuant to a written agreement between the parties involved executed during or after the period of military service of the person concerned (50 U.S.C. App. 517).

e. **Rights of Redemption.** The Act places a different restriction on redemption periods than on foreclosure sales; namely, any statutory redemption period stops running during the veteran's current tour of military service and resumes after separation (50 U.S.C. App. 525). This restriction applies with respect to any redemption period which would otherwise run as a result of a foreclosure action against a person in military service, regardless of whether or not the mortgage was executed prior to the current period of service. The extension of a redemption period will clearly affect VA's ability to market property acquired subject to redemption; it will not, however, be considered a title defect which would make a conveyance unacceptable.

7. In general, the Act provides broad potential relief from obligations to persons in military service. With respect to an obligor who has entered military service and is subject to the Act, creditors must obtain either written agreement from the obligor or approval from a court in order to enforce their rights under a loan agreement. (Any written agreement obtained prior to the obligor's entry into military service may not provide a legal basis for enforcement of the creditor's rights.) In reaching a decision, the court will primarily be guided by consideration as to whether military service has affected the obligor's ability to maintain the obligation or answer an legal proceeding, such as foreclosure, brought by the creditor.

8. VA's advice to veterans and their families will encourage them to seek cooperation from their loan holders and to discuss other possibilities with private counsel and military attorneys, as necessary. VA is not in a position to offer legal advice to veterans or loan holders concerning requirements of the Act or possible interpretations by local courts. One source of such advice for veterans is Department of the Army Pamphlet 27-166, Soldiers' and Sailors' Civil Relief Act (August, 1981).

9. Holders should obtain opinions from their own counsel to ensure compliance with all provisions of Act, as well as other local statutes requiring the extension of forbearance, so as not to invalidate foreclosure. In some States, specific statutes have been enacted which have provisions which may similar or identical to those found in the Act and, in some states, local statutes may afford obligors greater rights and protections than those provided by the Act. Differences in interpretation on individual cases should be brought to the attention of the Office of the District Counsel and every effort should be made to reconcile such differences fairly and without disruption in program operation.

VA Foreclosure Timeframes

This is the timeframe used by the VARO of jurisdiction in calculating initial cutoff dates under 38 CFR 36.4319(f). It provides a reasonable allowance for completion of legal action. The timeframe represents the interval from referral to counsel to begin foreclosure until the completion of the action, assuming an uncontested foreclosure which is not delayed by publication because not all parties can be personally served. It may be extended when warranted by circumstances. The timeframes in this table are subject to change by local offices upon the advice of their District Counsel; any questions concerning them should be addressed to the appropriate local office. The legal procedure given below for each State is generally the most common procedure used. Where more than one action is cited, consult the VARO of jurisdiction to determine the circumstances under which each is appropriate.

Jurisdiction	Procedure	FinalEvent	Timeframe
Alabama	Sale with publication	Sale	45 days
Alaska	Non-judicial	Trustee's Sale	100 days
Arizona	Non-judicial	Trustee's Sale plus 1 week	3 months
Arkansas	Judicial with personal service	Commisioner's Sale	120 days
	Non-judicial	Sheriff's Sale	90 days
California	Non-judicial	Trustee's Sale	130 days
Colorado	Non-judicial	Public Trustee's Sale	90 days
Connecticut	Judicial Order: Strict Foreclosure	Judicial Order	6 months
	Foreclosure by Sale	Committee Deed	6 months
Delaware	Judicial	Sheriff's Sale	4 months
District of Columbia	Non-judicial	Sale	60 days
Florida	Judicial	Confirmation	8 months
Georgia	Non-judicial	Sale	60 days*
*(First Tuesday of the month which is more than 30 and less than 60 days after referral)			
Hawaii	Judicial	Confirmation	6 months
Idaho	Non-judicial	Sale	5 months
Illinois	Judicial	Sheriff's Sale	7 months
Indiana			
(For loans closed on or after July 1, 1975)			
	Judicial	Sheriff's Sale	6 months
(For loans closed before July 1, 1975)			
	Judicial	Sheriff's Sale	9 months
Iowa	Judicial	Sheriff's Sale	7 months
Kansas	Judicial	Sheriff's Sale	20 weeks
Kentucky	Judicial	Confirmation of Sale by the Account	5 months
Louisiana	Judicial by Executor Process	Sheriff's Sale	5 months
Maine	Judicial Order: Strict Foreclosure	Judicial Order	20 months
	Foreclosure by Sale	Deed	8 months
Maryland	Judicial	Trustee's Sale	90 days
Massachusetts	Judicial Order	Sale and Deed	10 months
Michigan	Non-judicial	Sheriff's Sale	75 days
Minnesota	Non-judicial	Sheriff's Sale	12 weeks

Jurisdiction	Procedure	FinalEvent	Timeframe
Missouri	Non-judicial	Trustee's Sale	8 weeks
Montana	Non-judicial	Trustee's Sale	6 months
Nebraska			
Mortgage	Judicial	Confirmation	7 months
Deed of Trust	Non-judicial	Sheriff's Sale	3 months
Nevada	Non-judicial	Trustee's Sale	130 days
New Hampshire	Non-judicial	Sale and Deed	4 months
New Jersey	Judicial	Sheriff's Sale	12 months
New Mexico	Judicial	Confirmation	20 weeks
New York:			
Allegany, Cattaraugus, Chautauqua, Erie, Genessee, Livingston, Monroe, Niagara, Ontario, Orleans, Steuben, Wyoming, Yates and Wayne Counties	Judicial	Referee's Sale	8 months
Other Counties	Judicial	Referee's Sale	9 months
North Carolina	Non-judicial	10 days after Sheriff's Sale	60 days
North Dakota	Judicial	Confirmation	18 weeks
Ohio:			
Cuyahoga County	Judicial	Confirmation	12 months
Other Counties	Judicial	Confirmation	9 months
Oklahoma	Judicial	Confirmation	8 months
Oregon	Non-judicial	Trustee's Sale	150 days
Pennsylvania:			
Western Counties under jurisdiction of the VA office in Pittsburgh	Judicial	Sheriff's Sale	6 months
Eastern Counties under jurisdiction of the VA office in Philadelphia	Judicial	Sheriff's Sale	8 months
Puerto Rico	Judicial	Confirmation	8 months
Rhode Island	Non-judicial	Sale and Deed	4 months
South Carolina	Judicial	Sale	9 months
South Dakota	Judicial	Sheriff's Sale	19 weeks
	Non-judicial	Sheriff's Sale	12 weeks
Tennessee	Non-judicial	Trustee's Sale	60 days
Texas	Non-judicial	Trustee's Sale	90 days*
*(First Tuesday of the month which is more than 60 and less than 90 days after referral)			
Utah	Non-judicial	Trustee's Sale	150 days
Vermont	Judicial	Certificate of Non-Redemption	12 months
Virginia	Non-judicial	Trustee's Sale	60 days
Washington	Non-judicial	Trustee's Sale	150 days
West Virginia	Non-judicial	Trustee's Sale	3 months
Wisconsin	Judicial	Confirmation	330 days
Wyoming	Non-judicial	Sheriff's Sale	90 days